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PROTOCOL BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
OF THE  
THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF RAILWAYS  
OF THE  
PEOPLE'S REPUBLIC OF CHINA  
ON COOPERATION IN RAILWAY SCIENCE AND TECHNOLOGY

The Ministry of Railways of the People's Republic of China and the Department of Transportation of the United States of America (hereinafter referred to as the Parties), in accordance with and subject to the Agreement between the Government of the People's Republic of China and the Government of the United States of America on Cooperation in Science and Technology, signed at Washington on January 31, 1979, and extended on January 12, 1984, and for the purpose of promoting cooperation between the Parties in the field of railway science and technology, have reached agreement as follows:

Article 1

The Parties agree to undertake cooperation in the field of railway science and technology on the basis of equality, reciprocity and mutual benefit.

Article 2

The Parties agree that cooperation may include science and technology in the following fields:

1. Modernization of locomotive, rolling stock, and signalling and communications systems;
2. Survey, design and construction of heavy haulage railway projects;
3. Maintenance and repair of railway track, locomotive, and rolling stock;
4. Modernization in railway transport organization, operation and management; and
5. Other fields as mutually agreed.

### Article 3

The Parties agree that cooperation may include the following forms:

1. Exchange of scientific and technical information, in the language of the providing Party, on subjects of common interest;
2. Exchange of specialists, scholars, delegations and scientific and technical personnel;
3. Cooperative research on subjects of mutual interest;
4. Joint organization of symposia and seminars;
5. Exchange and provision of samples, materials, data, instruments, and components for testing, evaluation, and other purposes; and
6. Other forms of cooperation as mutually agreed.

### Article 4

Cooperation under this Protocol will be subject to the availability of funds and manpower for the Parties. The specific tasks, obligations, and conditions with respect to the activities under Article 3 of this Protocol, including the responsibility for the payment of expenses, shall be decided by mutual agreement on a case-by-case basis.

### Article 5

Scientific and technical information derived from the cooperative activities under this Protocol may be made available to the world scientific community, unless otherwise agreed.

### Article 6

All activities under this Protocol shall be conducted under the guidance of the US-PRC Joint Commission on Scientific and Technological Cooperation.

All questions related to this Protocol or activities carried out hereunder, unless settled by mutual agreement of the Parties, shall be referred to the above mentioned Joint Commission.

In order to coordinate the cooperative activities, each Party shall designate a coordinator to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of exchanges. The coordinators of the Parties or their designated representatives will, by correspondence, consult with each other and define the cooperative activities and other related matters. When necessary, and as mutually agreed, they shall meet to consider matters related to the implementation of this Protocol.

The Parties shall name their respective coordinators within thirty (30) days of the effective date of this Protocol.

#### Article 7

Specific activities as mutually agreed, including the financial arrangements, shall be embodied in the Annexes to this Protocol. The Annexes may be concluded by the coordinators of both Parties through correspondence.

#### Article 8

1. The Parties shall reach an accord concerning the protection of copyright, confidential information, and the treatment of inventions or discoveries made or conceived under this Protocol in order to undertake specific activities. Such accord shall be contained in Annex I to this Protocol.

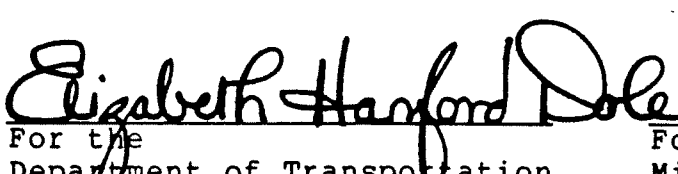
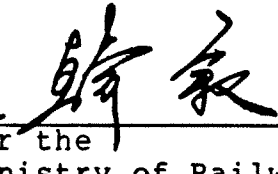
2. Any information transmitted by one Party to the other Party under this Protocol shall be accurate and reliable to the best knowledge and belief of the providing Party, but the providing Party does not warrant the suitability of such information for any particular use or application by the receiving Party.

Article 9

1. This Protocol shall enter into force upon signature, and shall remain in force for a five-year period. It may be amended or extended by mutual agreement of the Parties.

The termination of this Protocol shall not affect the validity or duration of the specific activities being undertaken hereunder, and not yet completed at the time of termination.

Done at Washington, D.C., on this 15th day of December, 1986, in duplicate in the English and Chinese languages, both texts being equally authentic.

	
For the Department of Transportation of the United States of America	For the Ministry of Railways of the People's Republic of China

ANNEX I  
TO THE PROTOCOL BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
OF THE  
UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF RAILWAYS  
OF THE  
PEOPLE'S REPUBLIC OF CHINA  
ON COOPERATION IN RAILWAY SCIENCE AND TECHNOLOGY

In accordance with Article 8 of the Protocol on Cooperation in Railway Science and Technology between the Department of Transportation of the United States of America and the Ministry of Railways of the People's Republic of China (hereinafter referred to as the Protocol) signed on December 15, 1986, by the Department of Transportation of the United States of America and the Ministry of Railways of the People's Republic of China (hereinafter referred to as the Parties), the Parties agree as follows:

I. The Parties agree that any information of a confidential nature exchanged under the Protocol or Annexes (such as trade secrets, technical know-how, or information with obligation concerning its confidentiality requested by either Party) shall be protected. A decision to exchange such information shall be made only by mutual agreement of the Parties, which may be arrived at on a case-by-case basis through consultation between the representatives designated by both Parties or between their designated coordinators under Article 6 of the Protocol or as otherwise agreed by the Parties.

II. As to inventions or discoveries made or conceived under the Protocol or Annexes, the Parties agree:

1. If the inventions or discoveries are made or conceived by personnel of one Party as a result of the exchange of information between the Parties such as by joint meeting, seminars, or exchange of technical report or papers:

(A) The Party whose personnel made the invention or discovery (the inventing Party) is entitled to obtain all rights and interests in the invention or discovery in all countries, subject to a nonexclusive, irrevocable, royalty-free license to the other Party, its government and nationals; and

(B) In the event the inventing Party decides not to obtain such rights and interests in the other Party's country, or a third country, the other Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the inventing Party, its government and nationals.

2. If the invention or discovery is solely or jointly made or conceived by personnel of one Party (the assigning Party) while assigned to the other Party (the receiving Party) during exchange of scientific and technical personnel:

(A) The receiving Party is entitled to obtain all rights and interests in the invention or discovery in its country and third countries, and the assigning Party is entitled to all rights and interests in its country, and to a nonexclusive, irrevocable, royalty-free license in third countries for use by the assigning Party, its government and nationals; and

(B) In the event the receiving Party decides not to obtain such rights and interests in third countries or a particular third country, the assigning Party may do so, subject to a nonexclusive, irrevocable, royalty-free license to the receiving Party, its government and nationals.

3. If the invention or discovery is made or conceived as a result of other forms of cooperation, such as cooperative research projects, or if an invention or discovery is made or conceived under the circumstances of paragraph 1 above by personnel of both Parties (coinventors), the Parties shall provide for appropriate distribution of the rights. In general, each Party shall normally own the rights to such inventions in its own country, and third country rights shall be agreed upon by the Parties on an equitable basis.

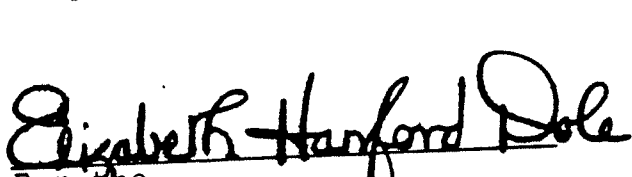
4. The Party whose personnel made the invention or discovery shall communicate to the other Party information disclosing the invention, any patent or other protection it elects to obtain and furnish documentation necessary for the establishment of the other Party's rights in the invention. The communicating Party may ask the other Party to delay publication or public disclosure of such information, provided that the restriction does not extend beyond a period of six months from the date of the communication of such information.


III. Either Party, or any organization acting under agreement with either Party, may obtain copyright protection in its own country and third countries on works which the Party or its organization originates under the Protocol or Annexes, in which event the non-originating Party, its government and nationals shall have a nonexclusive, irrevocable and royalty-free license under the copyrights to translate, reproduce, publish, and distribute such works.

IV. Each Party shall assume the responsibility to pay awards or compensation required to be paid to nationals of its own country according to the laws of its country.

V. Other questions or issues that arise under this Annex shall be settled through consultation between the representatives designated by both Parties or their designated coordinators under Article 6 or as otherwise agreed by the Parties. .

Done at Washington, D.C., on this 15th day of December, 1986, in duplicate in the English and Chinese languages, both texts being equally authentic.

  
For the  
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of the  
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